**SPECIFIC COLLABORATION AGREEMENT BETWEEN COMPANY/INSTITUTION AND UNIVERSIDAD DE LAS PALMAS DE GRAN CANARIA FOR THE DEVELOPMENT OF AN INDUSTRIAL DOCTORATE PROJECT ENTITLED [COMPLETE]**

Las Palmas de Gran Canaria, at [DATE], 2021

**GATHERED TOGETHER**

From one side,

Mr./Ms/Mss/Dr [COMPLETE], from company/institution name (from hereof, acronym), with VAT number [COMPLETE], placed in [COMPLETE], who acts as legal representative of the entity in charge of [COMPLETE], according to official appointment or resolution [COMPLETE].

On the other hand, the Hon. Mr. LUIS SERRA MAJEM, Magnificent Rector of UNIVERSIDAD DE LAS PALMAS DE GRAN CANARIA (from hereof, ULPGC), with VAT number Q 3518001G and address at Juan de Quesada, number 30, Las Palmas de Gran Canaria, appointed by Decree of the Presidency of the Government of the Canary Islands 11/2021, of March 9, published on March 11, 2021 in the Official Gazette of the Canary Islands, by virtue of the powers provided by Article 20.1 of the Organic Law of 6/2001, of December 21, on Universities, modified by Organic Law 4/2007 of April 12 and in use of the power attributed by articles 78 , 81 a) and 137 of the University Statutes, approved Decree 107/2016, of August 1, of the Government of the Canary Islands (BOC No. 153, of 08/09/2016) and by Decree 138/2016, of November 10, amendment of the Statutes of the ULPGC (BOC No. 224, of November 18, 2016)

**EXPOSE**

1. That (Company/Organism) has for object and purposes: [DEFINE]
2. That it is the intention of [COMPLETE] to have the collaboration of a PhD candidate from the ULPGC in the area of ​​knowledge [COMPLETE] to achieve business purposes, and to commit to innovation and research in the sector [COMPLETE].
3. That Universidad de Las Palmas de Gran Canaria is a public university created by law of the Autonomous Community of the Canary Islands 5/1989, of May 4, on the University Reorganization of the Canary Islands, it is governed by its own Statutes and Organic Law 6/2001, of December 21, of Universities. As a university, it is entrusted with the Public Service of higher education, teaching, study and research, which it carries out through compliance, among others, of the following purposes:
   1. The creation, development, transmission and criticism of science, technology and culture.
   2. Scientific and technical support for cultural, social, technological and economic development, both national and, in particular, of the Community of the Canary Islands.
   3. Preparation for the exercise of professional activities that require the application of technical and scientific knowledge and methods or artistic creation.
4. That ULPGC is a research entity of a multi-sectorial and multidisciplinary nature that carries out teaching, research and scientific and technological development activities.
5. That ULPGC has a great tradition in collaboration with the business and industrial environment in matters of research, development and innovation, placing a very special emphasis on the transfer of knowledge and technology developed, towards society in general and towards the industrial environment in in particular, thereby contributing to the economic and social development of society.
6. That ULPGC, through Mr./Ms. [COMPLETE], PhD student from the University in the [COMPLETE] area, selected after the selection process described in Annex 3, is interested in establishing specific conditions so that this PhD student progresses in the realization of his / her Industrial Doctoral thesis with Title [COMPLETE] specifically in the field of [COMPLETE].

By virtue of all the above, the parties acknowledging their full capacity to act, agree to sign this Agreement, which will be governed by the following:

CLAUSES

**First. Purpose of the Agreement**

The purpose of this Agreement is to establish the regime of collaboration between the parties so that Mr. /Ms. [COMPLETE], student belonging to the ULPGC Doctoral School, selected according to the procedure indicated in Annex 3 of this document, develop his / her doctoral thesis within the framework of the industrial research or experimental development project entitled [COMPLETE] The content of which is detailed in Annex 1. The work plan, validated by the Academic Committee of the doctoral program, is attached in Annex 2.

* PhD Program: [COMPLETE]
* PhD Program’s Coordinator: [COMPLETE]
* Coordinator’s email: [COMPLETE]

**Second. Staff responsible for Project management**

The direction of the research project will be made up of the following people from the academic and business environment:

***Academic environment***

*Choose one****:***

* Professor/Lecturer Dr. [COMPLETE], who will act as Director of the doctoral thesis and as Academic Tutor of the student, and who is part of the Research Area [COMPLETE] of ULPGC.

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* Professor/Lecturer Dr. [COMPLETE], who will act as Director of the doctoral thesis and who is part of the Research Area [COMPLETE] of the ULPGC.
* Professor/Lecturer Dr. [COMPLETE], Academic Tutor of the PhD Program xxxx at ULPGC.

***Business environment***

Mr. /Mrs. /Dr. [COMPLETE] who will act Responsible for the environment of the company. He / she may be the Director of the thesis in accordance with the provisions of article 5 on the Tutelage and Direction of Thesis of the Regulations for Doctoral Studies of ULPGC approved by the Governing Council of September 29, 2016 (BOULPGC of September 7, 2016). October 2016).

**Third. Hiring.**

The company / institution [COMPLETE] will be responsible for hiring the doctoral student and will be responsible for all labor costs derived from current labor regulations. In this case, the company / institution undertakes to provide the doctoral student with dedication to the research that is the subject of his/her thesis and the project presented.

The contract will have a duration of [COMPLETE] months, counting from [start date]. The remuneration conditions must comply with current legislation, not accepting in any case the hiring of self-employed professionals. The company will guarantee annual remuneration conditions equivalent to those of the corresponding category in the applicable collective agreement (if any), which in no case may be less than the remuneration contemplated in letter d) of article 21 of Law 14 / 2011, of June 1, of Science, Technology and Innovation. [CHANGE IF NEEDED BY APPLIABLE REGULATIONS]

A working day of [COMPLETE] weekly hours and an annual gross compensation of [COMPLETE] is established for this contract. This remuneration will never be less than € 17,920.

**Fifth. Obligations of the parties**

***Obligations of the company/institution***

By signing this Agreement, [INSTITUTION NAME] undertakes the following:

1. Carry out all the necessary steps for the employment of the doctoral student, in accordance with the provisions of the third clause of this Agreement.
2. Guarantee the access of the doctoral student to its facilities during the entire duration of the research project and the validity of the agreement, as well as the personnel of the academic environment who intervene directly in the development of the project.
3. Provide business scientific supervision of the project through the person designated in the second clause of this Agreement.
4. Provide the doctoral student with the expendable material, the infrastructures and the essential facilities to carry out the tasks derived from the research project.
5. Provide the necessary information and training in the prevention of occupational hazards to ensure that both the doctoral student and the people from the university who must actively participate in the development of any or all of the project tasks, may carry out carry out their tasks in the ideal security conditions within the company's facilities.
6. Facilitate mobility actions (attendance at congresses, seminars, stays in other centers, venues or national or international research groups) that the doctoral student carries out throughout the development of the project.
7. Ensure compliance with the obligations contemplated in this Agreement.

***Obligations of ULPGC, from the academic side***

By signing this document, ULPGC undertakes the following:

1. Appointment of an academic tutor and / or thesis supervisor who meets the requirements of the ULPGC Doctoral Studies Regulations.
2. Guarantee the access of the doctoral student to their facilities throughout the duration of the research project and the term of the agreement.
3. Provide the institution [COMPLETE], under its responsibility and if applicable, the necessary information about the person or persons who require access to its facilities to carry out any project task.
4. Provide the PhD student with the expendable material, the infrastructures and the essential facilities to carry out the tasks derived from the research project.
5. Facilitate mobility actions (attendance at congresses, seminars, stays in other centers, venues or national or international research groups) that the doctoral student carries out throughout the development of the project.
6. Ensure compliance with the obligations contemplated in this Agreement.

**Sixth. Mechanisms for Project progress monitoring**

For the correct monitoring of the progress of the research project, a Project Monitoring Committee will be set up, made up of at least the people responsible for its academic and business management and the PhD student.

This commission will meet, in person or online, at least once per year and the meetings could be attended by other people related to the project. The PhD student must submit an annual report showing the status of the research and the tasks carried out, being this report confidential.

The monitoring committee is established in a complementary manner and without any prejudice to academic obligations, in accordance with current regulations on doctoral studies, which must be attended by the PhD student before the Academic Committee of the corresponding doctoral program during the preparation of the doctoral thesis.

In any case, the PhD student has the obligation to follow the recommendations derived from both the Project Monitoring Committee and the Academic Committee of the PhD program.

**Seventh. Publications**

The PhD student may prepare publications on the object of his/her research, to disseminate or publish it as an article, conference, etc.

In the event that the publications contain confidential information of the company/institution, the PhD student must obtain the prior and express authorization of the person in charge of the project on the part of the company/institution [COMPLETE]. This will communicate the authorization or express its disagreement within a maximum period of 30 days. Once this period has elapsed without a response, it will be understood that the request for publication has been estimated.

The prohibition to publish or disseminate results must be motivated and proportionate in relation to the damage that could be caused by the publication.

Likewise, any publication must include the affiliation of the authors to the belonging entity, making reference to the project and the mention that it is a study prepared within the framework of the Industrial Doctorate Plan of ULPGC. It will be ensured that in all publications derived from the doctoral thesis, in addition to the doctoral student and their directors, personnel from the company/institution XXX who have made contributions to the research object of the publication appear.

The signing parties may use the results that have been used in the development of the project, in part or in full, for publication, dissemination, communication or dissemination by any means. In all these acts of communication to the public, the participation of the other party should be mentioned, as well as the people who have actively participated in the project.

In any case, in all publications the mention of the authors as authors of the work will always be respected.

**Eighth. Confidentiality of information and results**

In accordance with the provisions of article 14.6 of Royal Decree 99/2011, of January 28, which regulates official doctoral studies (BOE No. 35 of February 10, 2011), in exceptional circumstances, such as the existence of confidentiality agreements with companies or the possibility of generating patents on the content of the thesis, ULPGC must enable the appropriate procedures to ensure non-publicity.

In any case, the information that the parties exchange for the development of the project must be treated confidentially by all parties.

Thus, prior to its sharing, the parties will provide a written communication what information, of all that is shared, must be confidential, for reasons of business, strategic or any other type of interest. *A priori*, all scientific, technical and commercial information, graphics, plans, drawings and any other information contained in any medium that, prior to the signing of this Agreement, were the exclusive property of each one, is considered confidential of the parties and had not been disclosed or communicated to the public by any means.

Consequently, the parties may not reveal this information defined as confidential, nor make it public unilaterally by any means without the prior written authorization of the party that owns the information, nor use it for purposes other than those of the development of the project.

In relation to the above, the parties must ensure that, within their respective organizations, the information they share is known and used only by the people participating in the project, who must be properly informed of this confidential nature.

In the same way, the results derived from the project must be treated confidentially, without prejudice to their use by the PhD student, for the preparation and defense of their doctoral thesis, by virtue of the regulations applicable to doctoral studies. The result derived from the project is understood to be all the information, documentation, technical and scientific knowledge, equipment or materials, know-how, work methods, data or statistics obtained in the development of the project that is the object of this Agreement.

The obligation of confidentiality remains in force even after the termination of this Agreement and, indefinitely, as long as the confidentiality and secrecy of the information is kept. At the end of this Agreement, the parties must return or destroy all the information to which they have had access, and must guarantee in writing that they do not keep any copy in any format, without the prior and express authorization of the party that owns the information. .

**Ninth. Industrial and Intellectual property rights**

The Parties undertake to respect the ownership of the intellectual and industrial property rights and knowledge already existing on the knowledge of the other party at all times.

The authorship of the work that is the subject of the doctoral thesis will correspond to the PhD student, without prejudice to the obligation of confidentiality that must be fulfilled due to their relationship with the COMPANY/Institution.

The ownership of industrial property rights will be analyzed case by case depending on the nature of the work, the percentage of financing by the parties, the previous contracts signed with ULPGC and the participation of researchers, which in the case of being part of ULPGC staff, will correspond to ULPGC. In any case, the authors or inventors of the works will be recognized in any dissemination or registration that is made of them and will act in accordance with the provisions of current legislation and, in turn, with the Regulations for the Protection of Industrial Property and Intellectual of the University.

In any case, without prejudice to the recognition of eventual authorship, the University by virtue of this Agreement and the PhD student by virtue of their respective contracts with the COMPANY/Institution, will grant the COMPANY/INSTITUTION priority for the commercial exploitation of the results obtained in the Doctoral Thesis. In this sense, ULPGC will grant and recognize the COMPANY/INSTITUTION and its subsidiaries and parent companies or the same business group, for the exercise of their usual activity, an exclusive and non-transferable exploitation license of all intellectual and industrial property that may be generated as a result, the University reserving a license for non-exclusive use for research and teaching purposes.

**Tenth. Protection of personal data**

In accordance with Organic Law 3/2018 of December 5, on the protection of personal data and guarantee of digital rights, and its implementing regulations, neither party nor the PhD student may apply or use personal data to those that any of the parties have access by virtue of the covenants of this Agreement, for purposes other than those inherent in the development of the project.

Consequently, neither the parties nor the doctoral student may assign, communicate, copy or distribute them to other people or entities, not even for their simple conservation, without the prior written authorization of the corresponding person.

The person responsible for compliance with Data Protection by the ULPGC can be contacted through the email address: [organizacion@ulpgc.es](mailto:organizacion@ulpgc.es)

For the company/institution [COMPLETE], the address to contact is: [ADD]

**Eleventh. Use of the corporate image**

If, when mentioning the participation of the parties, the use of the corporate image or logo of the parties is considered necessary, prior written authorization will be requested from the corresponding party, specifying the use and type of image to be used and on what medium it will be played.

The authorization must specify the use or uses for which it is granted, as well as the period of validity. However, when the use of logos and other identifying marks of any of the parties must have a commercial nature for the entity requesting the use, it will be necessary to formalize the corresponding trademark license agreement.

**Twelfth. End of the Agreement**

The following shall be causes for termination of this Agreement:

* The mutual agreement between the signing parties.
* The expiration of the period of the Agreement.
* The cancellation of the project by any of the signing parties or by the resignation of the PhD student to its development and / or employment contract.
* The manifest breach of the provisions of the agreed clauses, especially those of confidentiality and intellectual and industrial property. In these cases, the party not affected by the breach will notify the other party, in writing, of the breaches detected or the causes that support the end of the Agreement. The other party may formulate its response within 15 business days from receipt of the complaint letter.
* Failure by the PhD student to pass the evaluations carried out within the framework of doctoral studies

**Thirteenth. Modification of the Agreement**

The parties may agree to partially or totally modify the terms of this Agreement to ensure its viability or to adapt it to new needs. These modifications must be in writing, in the form of an *addendum* modifying the current one that, in any case, must be duly signed by all parties.

**Fourteenth. Regime of agreements and dispute resolution**

The signatory parties express their commitment to comply with the respective obligations in good faith and to carry out each and every one of the negotiations that are necessary to fulfill this agreement in a satisfactory way for the parties.

Any controversy arising from the interpretation, compliance or execution of the agreements in this document will be resolved by mutual agreement between the parties.

When it is not possible to reach any agreement, the courts and tribunals of the Contentious-Administrative order will be competent to settle any question that may arise between the parties regarding the interpretation or compliance with the covenants contained in this Agreement. These are subject to its jurisdiction and competence, renouncing any other jurisdiction that may correspond to them, except for those issues that are not available.

In the event of a dispute over the interpretation and fulfillment of this agreement, the parties, expressly waiving the jurisdiction that may correspond to them, submit to the knowledge and competence of the jurisdictional bodies of Las Palmas de Gran Canaria, without prejudice to their mutual agreement to submit them to any kind of arbitration.

**Fifteenth. Duration and validity of the Agreement**

The duration of this Agreement will be extended until the thesis is presented by the PhD student, the maximum allowed duration being 4 years, in accordance with the provisions of Law 402/2015, of October 1, Article 49. However, at any time before the end of the term, the parties may unanimously agree on its extension for a period of up to four additional years or its termination.

Matters that are not expressly regulated in this Agreement will be resolved by mutual agreement and in writing, and both parties must sign them, through *addenda* that will become part of this Agreement.

At the end of the validity of this Agreement, all the covenants it contains will cease to be in force, except for those specifically stipulated otherwise, especially those relating to intellectual and industrial property rights.

And, in proof of total conformity, the parties sign this Agreement, in two original copies, in the place and on the date indicated at the beginning of the same.

**CONTACT DATA**

From ULPGC:

|  |  |
| --- | --- |
| Rector/Vice-rector: | |
| Email |  |
| Phone number |  |
| PhD supervisor: | |
| Email |  |
| Phone number |  |
| Academic tutor of the PhD program: | |
| Email |  |
| Phone number |  |

From Company/institution:

|  |  |
| --- | --- |
| Supervisor of the PhD student: | |
| Email |  |
| Phone number |  |
| Responsible for the industrial research or experimental development project: | |
| Email |  |
| Phone number |  |

|  |  |
| --- | --- |
| BY COMPANY/INSTITUTION  Mr./Mrs./Dr. XXXXXXXXXXXXXXXXXXX  Position | **BY LA UNIVERSIDAD DE LAS PALMAS DE GRAN CANARIA**  Dr. D. Luis Serra Majem  Magnificent Rector of ULPGC |

**Annex 1. Description of the industrial research or experimental development Project associated with the thesis Project**

Guidance content:

* Title of the project
* Background: relationship of the research project with the PhD Program, relationship with the company / institution
* General and specific objectives
* Methodology
* Expected results
* Any other consideration

**Annex 2. PhD Student work plan**

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| --- | --- |
| **PhD Program** |  |
| **Title of the thesis** |  |
| **Thesis supervisor** |  |
| **Academic tutor of the PhD student** |  |

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| **SCHEDULE** | | | | | | | | | | | | | |
| **Tasks** | **Center** | **1st year** | | | | **2nd year** | | | | **3rd year** | | | |
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**Bibliography**

\*Note: This document should be accompanied by the approval of the Academic Commission of the PhD program in which the thesis Project is included

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| --- | --- |
| BY COMPANY/INSTITUTION  Mr./Mrs./Dr. XXXXXXXXXXXXXXXXXXX  Position | **BY LA UNIVERSIDAD DE LAS PALMAS DE GRAN CANARIA**  Dr. D. Luis Serra Majem  Magnificent Rector of ULPGC |

**Annex 3. Candidates’ selection process**

The following are the aspects related to the public call to proceed with the selection of candidates.

Project name:

Position:

Candidate's profile: Required qualification and other requirements to be established (languages, professional experience)

Contracting company data:

Conditions of the contract: type, duration, amount

Functions to perform:

Etc......

Composition of the Evaluation Committee:

It will be integrated equally between members of the ULPGC and the company/institution [OR INDICATE HOW WILL IT BE COMPOSED]